

AMENDMENT NUMBER ONE
TO AN AGREEMENT
BETWEEN
THE CITY OF FRISCO, TEXAS (CITY)
AND
CAMP, DRESSER & McKEE, INC. (CONSULTANT)
FOR
ENGINEERING
DESIGN SERVICES

Made as of the ____ day of _____ in the year Two Thousand Nine:

BETWEEN the City: **The City of Frisco, Texas**
6101 Frisco Square Boulevard
Frisco, Texas 75034
Telephone: (972) 292-5400
Facsimile: (972) 292-5016

and the Consultant: **Camp, Dresser & McKee, Inc.**
777 Taylor Street, Suite 1050
Fort Worth, Texas 76102
Telephone: (817) 332-8727
Facsimile: (817) 649-7645

for the following Project: **Waterline Improvements in the Lower Pressure Plane of the City of Frisco Water Distribution System**

The City and the Consultant agree as set forth below.

THIS AMENDMENT NUMBER ONE is made and entered by and between the City of Frisco, Texas, a Home-Rule Municipal Corporation, hereinafter referred to as "City," and Camp, Dresser & McKee, Inc., hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as the "Amendment Number One."

WHEREAS, the City entered into that certain agreement for professional engineering services to design and/or prepare construction documents for the Waterline Improvements in the Lower Pressure Plane of the City of Frisco Water Distribution

System, dated June 9, 2006, which agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as the "Agreement;" and

WHEREAS, the City and Consultant desire to amend the Agreement for the purpose of extending the scope of the Project (defined in the Agreement); revising the Project schedule (defined in the Agreement) to extend the number of days that Consultant has in order to complete the Project; revising the Consultant's Fee (defined in the Agreement) to include the provision of the Additional Services; revising the percentage of the final payment of the Consultant's Fee (defined in the Agreement) allocated towards the completion of the Project Record Documents; referencing the Additional Services for the Project in relation to the City's reimbursement of the Consultant's Direct Expenses for the Project; referencing the Additional Services for the Project in relation to the Consultant's submission of invoices to the City for work on the Project; referencing the Additional Services in relation to the City's ownership of the Project Documents; and revising the contact information for the City (defined in the Agreement) that Consultant is to deliver all notices or communications permitted or required under the Agreement, which Agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as "Amendment Number One;" and

WHEREAS, the City and Consultant desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, the mutual benefits to be obtained hereby and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Consultant do mutually agree as follows:

1. **Additional Project Services.** City and Consultant agree that this Amendment Number One amends the Agreement for the purpose of, among other things, establishing additional Project services to be performed by Consultant, as more particularly described in the following exhibits, attached hereto and incorporated herein for all purposes:
 - a. Exhibit "H," Scope of Additional Services, dated July 20, 2009.
 - b. Exhibit "I," Compensation Schedule / Project Billing / Project Budget for the Scope of Additional Services, dated July 20, 2009.
2. **Amendment to Agreement, Article 1, Section 1.2, Scope of Services.** Article 1, Section 1.2 of the Agreement is hereby amended as follows:

"1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," **and Exhibit "H,"** which **is are** attached hereto and incorporated

herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," and Exhibit "H," in the form of written change orders, may be authorized from time to time by the City."

3. **Amendment to Agreement, Article 1, Section 1.3, Schedule of Work.** Article 1, Section 1.3 of the Agreement is hereby amended as follows:

"1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B" and the Compensation Schedule / Project Billing / Project Budget for the Scope of Additional Services, dated July 20, 2009 attached hereto as Exhibit "I" and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than ~~May 31, 2008~~ April 15, 2011."

4. **Amendment to Agreement, Article 3, Section 3.1, Compensation for Consultant's Services.** Article 3, Section 3.1 of the Agreement is hereby amended as follows:

"3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be on a lump sum basis, not to exceed ~~Two Hundred Fifty-Five Thousand and 00/100 Dollars (\$255,000.00)~~ Three Hundred Seven Thousand Seven Hundred Forty-Four and 00/100 Dollars (\$307,744.00), ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B," and the Compensation Schedule / Project Billing / Project Budget for the Scope of Additional Services, dated July 20, 2009 as set forth in Exhibit "I.""

5. **Amendment to Agreement, Article 3.1.1, Completion of Record Documents.** Article 3, Section 3.1.1 of the Agreement is hereby amended as follows:

"3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of the Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the City prior to the payment of the final ~~five percent (5%)~~ four percent (4%) of the Consultant's Fee, or Twelve Thousand Seven Hundred Fifty and 00/100 Dollars (\$12,750.00). The

electronic formatting shall be consistent with the standards established in Exhibit "C," City of Frisco Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement."

6. **Amendment to Agreement, Article 3, Section 3.2, Direct Expenses.** Article 3, Section 3.2 of the Agreement is hereby amended as follows:

"3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," **the Compensation Schedule / Project Billing / Project Budget for the Scope of Additional Services, dated July 20, 2009 set forth in Exhibit "I,"** and consistent with Exhibit "D," City of Frisco Guidelines for Direct Expenses; General and Administrative Markup; and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the City for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the City's sole and exclusive remedy for said overpayment."

7. **Amendment to Agreement, Article 3, Section 3.4, Invoices.** Article 3, Section 3.4 of the Agreement is hereby amended as follows:

"3.4 **Invoices** – No payment to Consultant shall be made until the Consultant tenders an invoice to the City. The Consultant shall submit monthly invoices for services rendered, based on the actual percentage of work complete at the time the invoice is prepared, or are to be mailed to City immediately upon completion of each individual task listed in Exhibit "B;" **and Exhibit "I."** On all submitted invoices for services rendered and work completed on a monthly basis, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background materials shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All

invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.”

8. **Amendment to Agreement, Article 4, Section 4.1, Documents Property of the City.** Article 4, Section 4.1 of the Agreement is hereby amended as follows:

“4.1 **Documents Property of the City** – The Project is the property of the City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without City’s prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit “A.” **and Exhibit “H.”** Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit “A” **and Exhibit “H”** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8, and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Consultant’s permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at the City’s own risk.”

9. **Amendment to Agreement, Article 11, Notices.** Article 11 of the Agreement is hereby amended as follows:

“ ...
...**ARTICLE 11...**
...**NOTICES...**

...Consultant agrees that all notices or communications to City permitted or required under this Agreement shall be delivered to City at the following addresses:

Cissy Sylo, P.E. Paul Knippel, P.E.
Director of Engineering Services
Engineering Services Department
City of Frisco
6990 Main Street 6101 Frisco Square Boulevard
Frisco, Texas 75034

City agrees that all notices or communication to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

Gretchen N. Williams, P.E. Kathleen W. Berek
Project Manager
Camp, Dresser & McKee, Inc.
777 Taylor Street, Suite 1050
Fort Worth, Texas 76102

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement."

10. **Amendment to Agreement, Exhibit "A," Scope of Services.** Exhibit "A" of the Agreement is hereby amended as follows:

"...III. **TASK SUMMARY, SPECIAL SERVICES.**

G. Task Seven, Public Coordination—

7.1 Public Meetings — ~~Consultant will not participate in public meetings as part of this Scope of Services for the Project. Consultant will provide plots of drawings for the Project corridor to the City for use in the meeting no later than seventy-two (72) hours in advance of the meeting.~~

7.2 Public Meetings Logistics and Support — ~~Consultant will not perform logistical support activities for the public meetings."~~

11. **Amendment to Agreement, Exhibit "B," Compensation Schedule / Project Billing / Project Budget.** Exhibit "B" of the Agreement is hereby amended as follows:

"I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH / DATE / YEAR	DOLLAR AMOUNT	TASK COMPLETED ...
... December 30, 2009 <u>January 1, 2010</u>	\$ 104,750.00	Task Three, Design Phase Services (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City). ...
... November 30, 2006	\$ 500.00	Task Seven, Public Coordination (One (1) public meeting completed and all meeting-related deliverables completed as stated in Exhibit "A" and accepted by the City). ...
... August 31, 2007	\$ 500.00	Task Seven, Public Coordination (One (1) public meeting completed and all meeting-related deliverables completed as stated in Exhibit "A" and accepted by the City). ...
... May 15, 2007 <u>March 1, 2010</u>	\$ 15,000.00	Task Four, Bid Phase Services (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City). ...
... August 30, 2007 <u>March 11, 2011</u>	\$ 2,000.00 (Hourly basis for an amount not-to-exceed \$2,000.00; Funds contingent upon services requested by the City in writing).	Task Five, Construction Administration (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City). ...
... June 30, 2007 <u>April 1, 2010</u>	\$ 15,000.00	Task Ten, Surveying, Subtask 10.3 (Sub-Tasks Completed and all sub-task related deliverables completed as stated in Exhibit "A" and accepted by the City). ...
... May 31, 2008 <u>April 15, 2011</u>	\$ 12,750.00 (Final 5% <u>4%</u> of Consultant's Fee)	Task Six, Record Documents. ...
TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)	\$ 255,000.00 <u>\$ 254,000.00</u>	--

...

... II. PROJECT BUDGET SUMMARY. ...

... B. Special Services.

1. Description of Special Services.

a. ~~Public Coordination.~~ \$ ~~1,000.00~~ ...

... 2. *Total Special Services (Not-To-Exceed).* \$ 97,000.00
\$ 96,000.00 ...

... F. *Project Budget, Grand Total (Not-To-Exceed).* \$ 255,000.00
\$ 254,000.00."

12. **Complete Agreement.** This Amendment Number One, including the exhibits attached hereto and labeled "H" and "I," both of which are incorporated herein for all purposes, constitutes the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Amendment Number One may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. Exhibits "H-I" are attached hereto and made a part of the Agreement and this Amendment Number One.
13. **Counterparts.** This Amendment Number One may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes. If so executed, each of such counterparts shall, collectively, constitute one Amendment Number One. A facsimile signature will also be deemed to constitute an original if properly executed.
14. **Controlling Agreement.** To the extent any provision contained herein conflicts with the Agreement, the provisions contained herein shall supersede such conflicting provisions contained in the Agreement.
15. **Defined Terms / Ratification of Agreement.** Any term not defined herein shall be deemed to have the same meaning ascribed to it under the Agreement. Except as expressly amended hereby, all of the terms, provisions, covenants and conditions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect.
16. **Authority to Execute.** The individuals executing this Amendment Number One represent and warrant that they are empowered and duly authorized to so execute this Amendment Number One on behalf of the parties they represent.
17. **Entire Agreement / Amendment Number One.** This Amendment Number One and the Agreement embody the entire agreement by and between the parties regarding the subject matter hereof. There are no

oral understandings or arrangements between the parties regarding the subject matter hereof.

18. **Venue.** The Agreement and Amendment Number One shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.
19. **Assignment.** This Amendment Number One may not be assigned except as authorized in the Agreement.
20. **Appropriation of Funds.** Funds are not presently budgeted for City's performance under this Agreement beyond the end of the City's 2008-2009 fiscal year. City will give Consultant sixty (60) days notice if funds for City's performance are no longer budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2008-2009 fiscal year unless and until such funds are budgeted.

IN WITNESS HEREOF, the parties have executed this Amendment Number One to the Agreement, and caused this Amendment Number One to be effective on the latest day as reflected by the signatures below.

CITY

The City of Frisco, Texas

By:

Name: George Purefoy

Title: City Manager

CONSULTANT

Camp, Dresser & McKee, Inc.

By:

Name: Rodney Chapin *Philip Spitzer* **PHILIP SPITZER**

Title: Sr. Vice President **PRINCIPAL**

APPROVED AS TO FORM:

[Signature]

Abernathy, Roeder, Boyd and Joplin, P.C.

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **GEORGE PUREFOY**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2009.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

STATE OF TEXAS:

COUNTY OF Collin:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED Philip Spitzer, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 10 DAY OF August, 2009.

B. Brezina

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

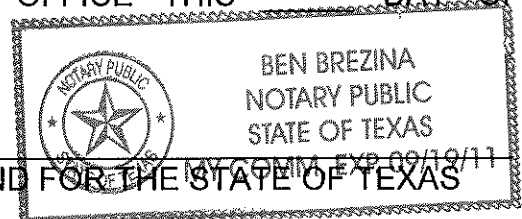


EXHIBIT "H"
SCOPE OF ADDITIONAL SERVICES, DATED JULY 20, 2009

**Amendment Number One to an Agreement
by and between the City of Frisco, Texas (City)
and Camp, Dresser & McKee, Inc. (Consultant)
to Design and Prepare Bid Package Documents
for the Waterline Improvements in the Lower Pressure Plane
of the City of Frisco Water Distribution System (Project)**

I. PROJECT DESCRIPTION.

The City requested additional professional services that includes engineering design and bid package preparation for the modified limits and size changes of water lines along the west side of the south bound Dallas North Tollway (DNT). The modifications are due to the 2008 Water and Wastewater Master Plan Update. Line size has been changed from 20-inch to 24-inch along south-bound DNT from Main Street to Cotton Gin Road and 12-inch along DNT from Cotton Gin Road to Stallion Lane for the water line in the lower pressure plane. The middle pressure plane will include approximately one thousand four hundred linear feet (1,400') of 12-inch waterline from approximately nine hundred eighty linear feet (980') south-west of the intersection of DNT and Stallion Lane and then along the DNT to the intersection with Stonebrook Parkway. Preliminary Site Plan location for a vault valve at the DNT and Cotton Gin Road intersection is also included in the Project. Two (2) pressure reducing valves will be decommissioned; one (1) at Main Street and one (1) at Stonebrook Parkway. Additional survey, preliminary design and the design of added pipeline due to alignment changes and other Project features as described above will be incorporated into the existing 60% design and a final bid package prepared for the Project as now defined.

II. TASK SUMMARY, ADDITIONAL BASIC SERVICES.

A. **Task Thirteen, Additional Project Management** – Consultant will continue to manage, direct and control the Project as now defined on a daily basis for critical path items and the quality of design, including the following:

13.1 **Preparation of Monthly Progress Reports** – Consultant shall prepare and submit to the City's Project Manager Monthly Progress Reports that will:

- 13.1.1 Report on progress for the month;
- 13.1.2 Outline the key tasks for the upcoming month; and
- 13.1.3 Identify outstanding issues and assign responsibility to resolve the outstanding issues.

The Monthly Progress Report will include an updated Project schedule that emphasizes upcoming Project milestones and critical path items. Consultant will meet with the City at key Project milestones.

B. **Task Fourteen, Additional Alignment Selection** – Consultant shall complete the following items relating to this task:

14.1 **Preliminary Investigation** – For additional pipeline and design features added to the Project.

14.1.1 Consultant will coordinate with the City's Project Manager and franchise utilities to obtain as-built plans and record documents for utilities and streets, plats, right-of-way maps, existing easement information, contour maps and other features within and pertaining to the Project. The information and data sought by the Consultant will include, at a minimum, the following:

- 14.1.1.1 Existing Water Master Plan and pipeline sizing information;
- 14.1.1.2 Existing zoning, topographic and aerial photo maps;
- 14.1.1.3 Available Geographic Information Systems (GIS) data planimetrics, contours, aerial photography, floodplain, zoning, and other information applicable to the Project;
- 14.1.1.4 Existing locator maps and plans for future franchise utilities;
- 14.1.1.5 Existing maintenance and/or inspection records;
- 14.1.1.6 City Land Development Code;
- 14.1.1.7 Texas Commission on Environmental Quality (TCEQ) rules and regulations, North Central Texas Council of Governments (NCTCOG) water/wastewater construction specifications and addenda, and North Texas Tollway Authority (NTTA) rules, criteria and direction for placement of waterline and appurtenances adjacent to the DNT;
- 14.1.1.8 Property lines and Right-of-Way;
- 14.1.1.9 Plans for proposed improvements in the Project corridor;
- 14.1.1.10 Photographic record of Project corridor; and
- 14.1.1.11 Existing geotechnical reports.

14.2 Consultant will review the existing materials, reports and maps provided by the City in sub-task 14.1.1 that are relevant to the Project (as determined by the City and Consultant) and perform field investigations necessary to evaluate the proposed alignments.

14.2 **Alignment Selection and Schematic Design** –

- 14.2.1 Consultant will develop working maps for the additional segment based on the information obtained in sub-task 14.1 for use in the final alignment selection.
- 14.2.2 Consultant will, if necessary, develop alternative alignments and incorporate the alternatives into the working maps.
- 14.2.3 Consultant will update the list of property owners along the proposed alignments, develop and send any additional right-of-access letters. The list of property owners, letter form and content will be approved by the City's Project Manager prior to sending.
- 14.2.4 Consultant will develop a schematic level profile for additional pipeline alignment to assess main depth impacts.
- 14.2.5 Consultant will meet with the City to select the final alignment. The meeting agenda will include the following:
 - 14.2.5.1 A review of proposed materials for pipes, valves and appurtenances;
 - 14.2.5.2 A walk or drive of the proposed alignments;
 - 14.2.5.3 A review of potential Project phasing / bid packaging options to facilitate Project schedule and budget constraints;
 - 14.2.5.4 Consensus on and selection of a preferred alignment;
 - 14.2.5.5 Consensus on and selection of two (2) pipe materials;
 - 14.2.5.6 Consensus on and selection of preferred valve types and other pipe appurtenances; and
 - 14.2.5.7 Consensus on and selection of preferred Project phasing options.
- 14.2.6 Consultant will prepare an updated letter report summarizing the results of the meeting. The letter report will include the following:
 - 14.2.6.1 **Schematic Alignment** – Consultant will provide the proposed alignment selected, overlaid on working maps of the Project corridor including available GIS information and supporting documentation provided during the alignment meeting.
 - 14.2.6.2 **Support Data and Exhibits** – Consultant will present existing utility location maps, pictures of proposed alignment, typical selections, and other support data and exhibits applicable to this Project phase.
 - 14.2.6.3 **Estimates** – Consultant will prepare an Opinion of Probable Construction Cost (OPCC) based on the

selected alignment, pipeline, valve types and appurtenance construction materials.

14.2.6.4 **Materials and Construction Recommendations** – Consultant will provide recommendations for materials, alignment and construction methods.

14.2.6.5 **Easement Needs** – Consultant will identify easement requirements.

14.2.6.6 **Geotechnical Needs** – Consultant will identify the geotechnical needs for the Project based on review of existing reports.

14.2.6.7 **Utility Location Verification Needs** – Consultant will identify Subsurface Utility Engineering (SUE) needs for the Project.

14.2.6.8 **Permitting Needs** – Consultant will identify required permits (if applicable).

14.2.6.9 **Design Schedule** – Consultant will update the design schedule for the City review, comment and approval.

Consultant will submit three (3) hard copies of the letter report with color photographs to the City.

C. **Task Fifteen, Additional Design Phase Services** – Consultant shall complete the following items relating to this task:

15.1 **Preparation of Final Design** – Consultant will perform the following sub-tasks to progress the preliminary design of the Project to the final design level:

15.1.1 Revise the preliminary (60% complete) drawings by incorporating comments from the City;

15.1.2 Incorporate comments from the franchise utility companies;

15.1.3 Finalize the drawings for the Project as now defined;

15.1.4 Incorporate standard details into the drawing set and prepare additional details as required;

15.1.5 Submit two (2) sets of final drawings (100% complete) and associated quantity “takeoff” estimates to the City for review;

15.1.6 Meet with the City to discuss the final drawings (100% complete) and associated “takeoff” estimates; and

15.1.7 Prepare erosion control plans to comply with the TCEQ Storm Water Management Program.

III. **TASK SUMMARY, ADDITIONAL SPECIAL SERVICES.**

D. **Task Sixteen, Easement Coordination** – Consultant shall complete the following items relating to this task:

- 16.1 Consultant will coordinate with other consultants (Kimley Horn & Associates, Inc., Jacobs Engineering, Petitt Barraza, LLC and a development company) regarding the permanent and temporary easement along the south side of Main Street and west of DNT between Main Street and Stallion Lane.

E. **Task Seventeen, Additional Permitting Services** – Consultant shall complete the following items relating to this task:

- 17.1 Traffic Control Plans will be prepared by the Consultant for the following intersection(s):

- 17.1.1 Stallion Lane and DNT.

F. **Task Eighteen, Additional Surveying Services** – Consultant shall complete the following items relating to this task:

- 18.1 **Surveying for Design** – The Consultant will perform a topographic survey of the additional pipeline. The topographic survey will have a 70-foot width of field including twenty feet (20') of easement width and fifty feet (50') of flanking corridor. Consultant will obtain and apply survey data in the development of additional pipeline construction drawings that includes the following:

- 18.1.1 Establish Project control to NADS 83 State Plane Coordinates adjusted to surface (horizontal) and City vertical datum;
 - 18.1.2 Locate and tie existing above ground utility appurtenances, structures, trees over six inches (6") in diameter, curbs, pavement and fences, etc.;
 - 18.1.3 Locate existing depths and elevations of water and wastewater pipelines (based on record information and visible appurtenances);
 - 18.1.4 Locate existing manhole inverts and rim elevations, if the proposed pipeline will be crossing a sewer line;
 - 18.1.5 Take spot elevations as required to facilitate the generation of one foot (1') contours;
 - 18.1.6 Obtain existing pavement types and thicknesses based on record information and field observations;
 - 18.1.7 Provide top of curb elevations every fifty feet (50') where applicable;
 - 18.1.8 Seek to locate rights-of-way and property corners along the Project corridor;
 - 18.1.9 Consultant will utilize geophysical prospecting equipment to designate the horizontal position of existing underground utilities that cross or are in close proximity of the proposed line (SUE markings will be tied to the Project survey).

18.2 Easement Exhibits –

- 18.2.1 Consultant will perform record research and surveying services to locate and monument up to one (1) proposed permanent easement and one (1) proposed construction easement.
- 18.2.2 Consultant will prepare easement exhibits for one (1) permanent easement and one (1) construction easement. The construction easement will be parallel and contiguous to each side of the permanent easement. Easement exhibits will include a metes and bounds description for each easement and a corresponding map for each parcel crossed.
- 18.2.3 Consultant will provide electronic data for City's Right-of-Way Management Software (RIMS) and AutoCAD file tied into NAD 83 coordinates.

18.3 Surveying for Construction –

- 18.3.1 Consultant will provide field surveying for the Project as now defined to set horizontal and vertical control approximately every two thousand feet (2,000') to the lines and grades as shown on the drawings. Construction staking shall be performed by the Contractor setting horizontal control for construction.

IV. ITEMS NOT INCLUDED IN THE SCOPE OF ADDITIONAL SERVICES.

- A. Additional Services not included in the Scope of Additional Services – City and Consultant agree that the following services are beyond the Scope of Additional Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

- 1. Scope of Additional Services relating to Article 3, Section 3.1.4 of the Standard Form Agreement – Relating to the Additional Services the parties agree that at the time of the execution of the Amendment Number One, the requirements of the Barriers Act are not applicable to the Scope of Additional Services to be performed by Consultant under this Agreement.
- 2. Consultant, if directed by the City, will utilize Quality Level A SUE to eliminate conflicts between the proposed waterline and existing utilities or below ground facilities.

V. DELIVERABLES.

A. **Required Deliverables** – As part of the completion of Task Thirteen (13) through Task Eighteen (18), the Consultant shall ensure the delivery of the following products to the City:

1. **Task Thirteen, Additional Project Management** – Copies of all weekly meeting minutes and monthly Project reports as stated in Exhibit "H."
2. **Task Fourteen, Additional Alignment Selection** – Consultant will submit three (3) hard copies of the letter report with color photographs to the City.
3. **Task Fifteen, Additional Design Phase Services** – Consultant will submit to the City two (2) sets of final drawings and the associated "takeoff" estimates (revised and updated per City review comments).
4. **Task Fifteen, Additional Design Phase Services** – Consultant will submit to the City the erosion control plans necessary for compliance with the TCEQ Storm Water Management Program.
5. **Task Seventeen, Additional Permitting Services** – Consultant will submit to the City the Traffic Control Plan for the intersection of Stallion Lane at DNT.
6. **Task Eighteen, Additional Surveying Services** – Consultant will submit to the City easement exhibits for one (1) permanent easement and one (1) construction easement. Easement exhibits will include a metes and bounds description for each easement and a corresponding map for each parcel crossed.
7. **Task Eighteen, Additional Surveying Services** – Consultant will submit to the City the electronic data for City's Right-of-Way Management Software (RIMS) and AutoCAD file tied into NAD 83 coordinates.

VI. PROJECT LABOR ALLOCATION.

Task	Task Description	Labor Hours
TASK 13	Additional Project Management	19.0
TASK 14	Additional Alignment Selection	176.0
TASK 15	Additional Design Phase Services	90.0
TASK 16	Easement Coordination	10.0
TASK 17	Additional Permitting Services	3.5
TASK 18	Additional Surveying Services	Sub-Consultant
GRAND TOTAL		298.5

VII. ATTACHMENTS.

- A. Attachment "A," Revised Opinion of Probable Construction Cost, dated July 15, 2009.

EXHIBIT "H"
SCOPE OF ADDITIONAL SERVICES, DATED JULY 20, 2009

ATTACHMENT "A"
REVISED OPINION OF PROBABLE CONSTRUCTION COST, DATED JULY 15, 2009

Low Pressure Plane Improvements
24-Inch / 12-Inch Waterline from Main Street to Stonebrook Parkway

Item	Description	Unit	Quantity	Unit Price	Amount
1	Mobilization	LS	1.0	\$ 97,300.00	\$ 97,300.00
2	Hydromulching / Seeding	LS	1.0	\$ 10,800.00	\$ 10,800.00
3	36-Inch Water Pipe	LF	50.0	\$ 300.00	\$ 15,000.00
4	24-Inch Water Pipe	LF	2,600.0	\$ 200.00	\$ 520,000.00
5	12-Inch Water Pipe	LF	9,250.0	\$ 100.00	\$ 925,000.00
6	DI Fittings	TN	17.0	\$ 4,300.00	\$ 73,100.00
7	Trench Safety	LF	11,875.0	\$ 2.20	\$ 25,700.00
8	36-Inch Butterfly Valves (direct bury)	EA	1.0	\$ 21,600.00	\$ 21,600.00
9	30-Inch Butterfly Valves (direct bury)	EA	1.0	\$ 15,100.00	\$ 15,100.00
10	24-Inch Butterfly Valves (direct bury)	EA	3.0	\$ 8,700.00	\$ 26,100.00
11	12-Inch Gate Valves (direct bury)	EA	10.0	\$ 4,300.00	\$ 43,000.00
12	Rock Rip-Rap for Creek Crossing	CY	300.0	\$ 80.00	\$ 24,000.00
13	Concrete Encasement in Lieu of Std. Backfill	LF	480.0	\$ 75.00	\$ 36,000.00
14	Fire Hydrant Assembly	EA	10.0	\$ 10,300.00	\$ 103,000.00
15	Air / Vacuum Release Valve in Vaults	EA	3.0	\$ 21,600.00	\$ 64,800.00
16	30-Inch Casing Pipe (bore or tunnel)	LF	350.0	\$ 500.00	\$ 175,000.00
17	Connections to other mains	EA	5.0	\$ 43,300.00	\$ 216,500.00
18	Erosion Control	LS	1.0	\$ 21,600.00	\$ 21,600.00
19	Implementation of Traffic Control	LS	1.0	\$ 16,200.00	\$ 16,200.00
20	Curb and Gutter Replacement	LF	100.0	\$ 65.00	\$ 6,500.00
	<u>SUBTOTAL – Construction Cost</u>				\$ 2,436,300.00
	Contingency		15%		\$ 365,400.00
	<u>GRAND TOTAL</u>				\$ 2,801,700.00

EXHIBIT "I"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET
FOR THE SCOPE OF ADDITIONAL SERVICES, DATED JULY 20, 2009

Amendment Number One to an Agreement
by and between the City of Frisco, Texas (City)
and Camp, Dresser & McKee, Inc. (Consultant)
to Design and Prepare Bid Package Documents
for the Waterline Improvements in the Lower Pressure Plane
of the City of Frisco Water Distribution System (Project)

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH / DATE / YEAR	DOLLAR AMOUNT	TASK COMPLETED
August 18, 2009	--	City Council approval of a Resolution authorizing the City Manager to execute the Amendment Number One; City issues Notice to Proceed to Consultant.
September 1, 2009	--	Consultant's receipt of executed Amendment Number One.
September 30, 2009	\$ 19,554.00	Task Fourteen, Additional Alignment Selection (Task Completed and all task-related deliverables completed as stated in Exhibit "H" and accepted by the City).
September 30, 2009	\$ 15,924.00	Task Eighteen, Additional Surveying Services (Task Completed and all task-related deliverables completed as stated in Exhibit "H" and accepted by the City).
September 30, 2009	\$ 3,000.00	Direct Expenses, Geotechnical Services (Sub-consultant) (Work completed and all work-related deliverables completed as stated in Exhibit "H" and accepted by the City).
November 6, 2009	\$ 1,032.00	Task Sixteen, Easement Coordination (Task Completed and all task-related deliverables completed as stated in Exhibit "H" and accepted by the City).

MONTH / DATE / YEAR	DOLLAR AMOUNT	TASK COMPLETED
January 1, 2010	\$ 9,030.00	Task Fifteen, Additional Design Phase Services (Task Completed and all task-related deliverables completed as stated in Exhibit "H" and accepted by the City).
January 1, 2010	\$ 367.00	Task Seventeen, Additional Permitting Services (Task Completed and all task-related deliverables completed as stated in Exhibit "H" and accepted by the City).
May 1, 2010	\$ 3,067.00	Task Thirteen, Additional Project Management (Task Completed and all task-related deliverables completed as stated in Exhibit "H" and accepted by the City).
August 18, 2009 through May 1, 2010	\$ 1,770.00	Direct Expenses (Within the line-item amounts as stated in Exhibit "I" and consistent with the Guidelines established in Exhibit "D").
GRAND TOTAL, CONSULTANT'S FEE (NOT-TO-EXCEED)	\$ 53,744.00	--

II. PROJECT BUDGET SUMMARY.

A. Additional Basic Services.

1. Additional Project Management.	\$ 3,067.00
2. Additional Alignment Selection.	\$ 19,554.00
3. Additional Design Phase Services.	\$ 9,030.00
4. <u>Grand Total, Additional Basic Services (Not-to-Exceed).</u>	<u>\$ 31,651.00</u>

B. Additional Special Services.

1. Easement Coordination.	\$ 1,032.00
2. Additional Permitting Services.	\$ 367.00
3. Additional Surveying Services.	\$ 15,924.00

4. Grand Total, Additional Special Services (Not-to-Exceed). \$ 17,323.00

C. **Direct Expenses.**

1. Printing Expenses. \$ 1,460.00

2. Mileage Reimbursement. \$ 310.00

3. Geotechnical Services (Sub-consultant) \$ 3,000.00

4. Total Direct Expenses (Not-to-Exceed). \$ 4,770.00

D. **Grand Total, Consultant's Fee (Not-to-Exceed).** \$ 53,744.00

III. SUMMARY OF PROJECT BUDGET REVISIONS.

	Original Agreement	Amendment Number One	Revised Project Budget
<u>Basic Services</u>			
Project Management	\$ 6,000.00	\$ 0.00	\$ 6,000.00
Alignment Section	\$ 17,500.00	\$ 0.00	\$ 17,500.00
Preliminary Design	\$ 62,125.00	\$ 0.00	\$ 62,125.00
Final Design	\$ 42,625.00	\$ 0.00	\$ 42,625.00
Bid Specifications & Construction Documents	\$ 15,000.00	\$ 0.00	\$ 15,000.00
Construction Administration	\$ 2,000.00	\$ 0.00	\$ 2,000.00
Completion of Record Documents	\$ 12,750.00	\$ 0.00	\$ 12,750.00
Subtotal - Basic Services	\$ 158,000.00	\$ 0.00	\$ 158,000.00
<u>Special Services</u>			
Public Coordination	\$ 1,000.00	\$ -1,000.00	\$ 0.00
Geotechnical Services	\$ 10,000.00	\$ 0.00	\$ 10,000.00
Permits	\$ 1,000.00	\$ 0.00	\$ 1,000.00
Surveying Services	\$ 79,000.00	\$ 0.00	\$ 79,000.00
SWPPP	\$ 3,000.00	\$ 0.00	\$ 3,000.00
Traffic Control Plans	\$ 3,000.00	\$ 0.00	\$ 3,000.00
Subtotal - Special Services	\$ 97,000.00	\$ -1,000.00	\$ 96,000.00
Direct Expenses	\$ 0.00	\$ 0.00	\$ 0.00
<u>Additional Basic Services - 7/20/09</u>			
Additional Project Management	\$ 0.00	\$ 3,067.00	\$ 3,067.00
Additional Alignment Selection	\$ 0.00	\$ 19,554.00	\$ 19,554.00
Additional Design Phase Services	\$ 0.00	\$ 9,030.00	\$ 9,030.00
Subtotal - Additional Basic Services	\$ 0.00	\$ 31,651.00	\$ 31,651.00
<u>Additional Special Services - 7/20/09</u>			
Easement Coordination	\$ 0.00	\$ 1,032.00	\$ 1,032.00
Additional Permitting Services	\$ 0.00	\$ 367.00	\$ 367.00
Additional Surveying Services	\$ 0.00	\$ 15,924.00	\$ 15,924.00
Subtotal - Additional Special Services	\$ 0.00	\$ 17,323.00	\$ 17,323.00
<u>Direct Expenses - Additional Services</u>			
Printing Expenses	\$ 0.00	\$ 1,460.00	\$ 1,460.00
Mileage Reimbursement	\$ 0.00	\$ 310.00	\$ 310.00
Geotechnical Services (Sub-consultant)	\$ 0.00	\$ 3,000.00	\$ 3,000.00
Subtotal - Direct Expenses	\$ 0.00	\$ 4,770.00	\$ 4,770.00
GRAND TOTAL - PROJECT BUDGET	\$ 255,000.00	\$ 52,744.00	\$ 307,744.00